

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Mark Bunger et al.Application No./Patent No.: 09/822,961 Filed/Issue Date: March 30, 2001Entitled: METHOD, SYSTEM AND COMPUTER READABLE MEDIUM FOR FACILITATING A TRANSACTION BETWEEN A CUSTOMER, A MERCHANT AND AN ASSOCIATE

You Technology Brand Services, Inc. a Corporation
 (Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. the assignee of the entire right, title, and interest; or
2. an assignee of less than the entire right, title and interest
 (The extent (by percentage) of its ownership interest is _____ %)

in the patent application/patent identified above by virtue of either:

A. An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. A chain of title from the inventor(s) of the patent application/patent identified above, to the current assignee as follows:

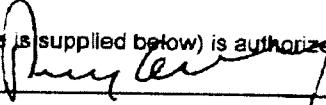
1. From: Mark Bunger et al. To: SoftCoin, Inc.
 The document was recorded in the United States Patent and Trademark Office at Reel 012461, Frame 0655, or for which a copy thereof is attached.
2. From: Mark Bunger et al. To: SoftCoin, Inc.
 The document was recorded in the United States Patent and Trademark Office at Reel 013160, Frame 0848, or for which a copy thereof is attached.
3. From: SoftCoin, Inc. To: You Technology Brand Services, Inc.
 The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.


 Signature

January 21, 2009

Date

Perry Ashley

561-454-7800

Printed or Typed Name

Telephone Number

Vice President

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

ASSET PURCHASE AGREEMENT

between

SoftCoin, Inc.

and

You Technology Brand Services, Inc.

Dated as of October 10, 2008

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	1
SECTION 1.01 Certain Defined Terms	1
ARTICLE II PURCHASE AND SALE	4
SECTION 2.01 Assets to Be Sold.....	4
SECTION 2.02 Excluded Assets	5
SECTION 2.03 Bill of Sale, Assignment Agreement and Assumption of Liabilities	5
SECTION 2.04 Excluded Liabilities.....	6
SECTION 2.05 Consideration.....	6
SECTION 2.06 Closing.....	6
SECTION 2.07 Closing Deliveries	6
ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER	7
SECTION 3.01 Organization and Qualification of Seller.....	7
SECTION 3.02 Authority	7
SECTION 3.03 No Conflict	8
SECTION 3.04 Consents and Approvals.....	8
SECTION 3.05 Compliance with Laws.....	8
SECTION 3.06 Purchased Assets	8
SECTION 3.07 Litigation	8
SECTION 3.08 No Fees.....	9
SECTION 3.09 Intellectual Property	9
SECTION 3.10 Balance Sheet	10
SECTION 3.11 No Defaults.....	10
SECTION 3.12 Full Disclosure	10
SECTION 3.13 Absence of Changes	10
SECTION 3.14 Highest and Best Offer	11
SECTION 3.15 Related Party Transactions.....	11
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER	11
SECTION 4.01 Organization and Authority of Buyer.....	11
SECTION 4.02 No Conflict.....	11
SECTION 4.03 Consents and Approvals.....	12
SECTION 4.04 Litigation	12
SECTION 4.05 Certain Fees	12
ARTICLE V ADDITIONAL AGREEMENTS	12
SECTION 5.01 Tax Cooperation	12
SECTION 5.02 Conveyance Taxes.....	12
SECTION 5.03 Seller's 401 (k) Plan	12
SECTION 5.04 Further Action	13
SECTION 5.05 Conduct of Business	13
SECTION 5.06 Required Consents.....	13

SECTION 5.07 Confidentiality	13
SECTION 5.08 Non-Competition	13
SECTION 5.09 Survival	14
 ARTICLE VI CONDITIONS TO CLOSING	14
SECTION 6.01 Conditions to Obligations of Buyer and Seller	14
SECTION 6.02 Conditions to Obligations of Seller	15
SECTION 6.03 Conditions to Obligations of Buyer	15
 ARTICLE VII GENERAL PROVISIONS	16
SECTION 7.01 Expenses	16
SECTION 7.02 Notices	16
SECTION 7.03 Public Announcements	17
SECTION 7.04 Headings	17
SECTION 7.05 Severability	17
SECTION 7.06 Entire Agreement	17
SECTION 7.07 Assignment	17
SECTION 7.08 No Third Party Beneficiaries	17
SECTION 7.09 Amendment	18
SECTION 7.10 Governing Law	18
SECTION 7.11 Counterparts	18
SECTION 7.12 Consent to Jurisdiction, Waiver of Jury Trial	18

Schedules

(i)	-	Key Employees
2.01(c)	-	Seller Intellectual Property
2.01(e)	-	Seller Equipment
2.01(f)	-	Transferred Contracts
2.01(g)	-	Client and Customer Lists
2.01(h)	-	Product Designs
2.04	-	Excluded Liabilities
3.04	-	Consents and Approvals
3.06	-	Liens and Encumbrances
3.10(a)	-	Pro Forma Balance Sheet as of August 31, 2008
3.10(b)	-	Accounts Receivable
3.10(c)	-	Accounts Payable
3.13	-	Absence of Changes
3.15	-	Related Party Transactions
5.06	-	Required Third Party Consents
6.03(f)	-	Key Customers

Exhibits

2.07(a)(i)	-	Bill of Sale
2.07(a)(ii)	-	Intellectual Property, Domain Name and Trademark Assignment Agreement

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of October __, 2008 (the “*Agreement*”), between SoftCoin, Inc., a Delaware corporation (“*Seller*”), and You Technology Brand Services, Inc., a Delaware corporation (“*Buyer*”). Certain capitalized terms used in this Agreement are defined in Article I.

WITNESSETH:

WHEREAS, Seller, is engaged in the business of providing interactive promotion and brand loyalty solutions (the “*Business*”);

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of Seller’s right, title and interest in certain of its assets in exchange for certain cash consideration and assumption by Buyer of certain liabilities, all upon the terms and subject to the conditions set forth herein (the “*Asset Purchase*”); and

WHEREAS, concurrently with, or prior to, the execution of this Agreement and as a material inducement to the willingness of Buyer to enter into this Agreement and consummate the Asset Purchase, certain employees of Seller identified on Schedule (i) hereto (the “*Key Employees*”) are executing, or have executed, employee offer letters with Buyer and shall become employees of Buyer effective upon the Closing (as defined below).

NOW, THEREFORE, in consideration of the representations, warranties, covenants and other agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01 Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“*Action*” means any litigation, suit, claim, action, investigation, preceding or controversy before any arbitrator or Government Entity.

“*Agreement*” or “*this Agreement*” means this Asset Purchase Agreement and all amendments hereto made in accordance with the provisions of Section 7.09.

“*Asset Purchase*” has the meaning specified in the recitals to this Agreement.

“*Assumed Liabilities*” has the meaning specified in Section 2.03.

“*Balance Sheet*” has the meaning specified in Section 3.10(a).

“*Bill of Sale*” has the meaning specified in Section 2.08(a)(i).

Breach means any breach of, or any inaccuracy in, any representation or warranty or any breach of, or failure to perform or comply with, any covenant or obligation, in any Transferred Contract, or any event which with the passing of time or the giving of notice, or both, could constitute such a breach, inaccuracy or failure.

Business has the meaning specified in the recitals to this Agreement.

Buyer has the meaning specified in the recitals to this Agreement.

Closing has the meaning specified in Section 2.06.

Closing Date has the meaning specified in Section 2.06.

Effective Time means 10:00 a.m. on the date hereof.

Encumbrance means any security interest, pledge, mortgage, lien (including, without limitation, environmental and tax liens), charge, encumbrance, adverse claim, preferential, arrangement, or restriction of any kind, including, without limitation, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership.

Excluded Assets has the meaning specified in Section 2.02.

Excluded Liabilities has the meaning specified in Section 2.04.

Financial Statement Date has the meaning specified in Section 3.10(a).

Governmental Authorization means any consent, license, registration or permit issued, granted, given or otherwise made available by or under the authority of any Governmental Entity.

Governmental Entity means any domestic or foreign governmental, regulatory or administrative authority, agency or commission, any court, tribunal or body, or any quasi-governmental or private body exercising any judicial, regulatory, taxing, importing or other governmental authority.

Governmental Order means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Entity.

Intellectual Property has the meaning specified in Section 3.09(a).

Intellectual Property, Domain Name and Trademark Assignment Agreement has the meaning specified in Section 2.08(a)(ii).

Internal Revenue Code means the Internal Revenue Code of 1986, as amended through the date hereof.

IRS means the Internal Revenue Service of the United States.

Key Employees has the meaning specified in the recitals to this Agreement.

“Knowledge” means actual knowledge after due inquiry of officers and key personnel of Seller.

“Law” means any federal, state, local or foreign statute, law, ordinance, regulation, rule, code, order, requirement or rule of common law.

“Liabilities” means any and all debts, liabilities and obligations, known or unknown, whether accrued or fixed, absolute or contingent, matured or not matured, or determined or determinable, including, without limitation, those arising under any Law, Action or Governmental Order and those arising under any contract, agreement, arrangement, commitment or undertaking.

“Lien” means any interest in property securing an obligation, whether such interest is based on common law, statute or contract (and including, but not limited to any security interest or lien arising from a mortgage, claim, encumbrance, pledge, charge, easement, servitude, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes), reservations, exceptions, covenants, conditions, restrictions, leases, subleases, licenses, occupancy agreements, pledges, equities, charges, assessments, covenants, reservations, defects in title, encroachments and other burdens, and other title exceptions and encumbrances affecting property of any nature, whether accrued or unaccrued, tangible or intangible, or absolute or contingent.

“Loan and Security Agreement” shall mean the Loan and Security Agreement by and between Seller and Square 1 Bank, dated October 18, 2006, as amended by that certain First Amendment to Loan and Security Agreement, dated October 19, 2007, that certain Second Amendment to Loan and Security Agreement, dated July 17, 2008, that certain Forbearance Agreement dated as of August 25, 2008, and that certain Forbearance Agreement dated as of September 25, 2008.

“Material Adverse Effect” means any event, circumstance, change in, or effect on, the Business, the Purchased Assets or the Assumed Liabilities that, individually or in the aggregate: (a) is materially adverse to the business, operations, assets or liabilities (including, without limitation, contingent liabilities), employee relationships, customer or supplier relationships, results of operations or the condition (financial or otherwise) of the Business or (b) materially adversely affects the ability of Buyer to operate or conduct the Business in the manner in which it is currently operated or conducted by Seller, but shall exclude any adverse change or effect arising from or attributable to ongoing losses resulting from the continued operation of the Business.

“Permitted Liens” means (a) liens for current Taxes not yet due and payable, (b) mechanics', carriers', workers', repairers', landlords' and similar statutory liens arising or incurred in the ordinary course of business for sums not yet due for the Purchased Assets, and (c) liens being released in connection with the Closing.

“Person” means any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity, as well as any syndicate or group that would be deemed to be a person under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended.

“Purchase Price” has the meaning specified in Section 2.05.

“Purchased Assets” has the meaning specified in Section 2.01(a).

“Seller” has the meaning specified in the recitals to this Agreement.

“Seller Disclosure Schedules” has the meaning specified in the preamble to Article III.

“Tax” or “Taxes” means: (a) any and all taxes, fees, levies, duties, tariffs, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any government or taxing authority, including, without limitation: taxes or other charges on or with respect to income, franchises, windfall or other profits, gross receipts, property, sales, use, capital stock, payroll, employment, social security, workers’ compensation, unemployment compensation, or net worth; taxes or other charges in the nature of excise, withholding, ad valorem, stamp, transfer, value added, or gains taxes; license, registration and documentation fees; and customs’ duties, tariffs, and similar charges, and (b) any liability for payment of amounts described in clause (a) whether as a result of transferee liability, of being a member of an affiliated, consolidated, combined or unitary group for any period, or otherwise through operation of law, and (c) any liability for the payment of amounts described in clauses (a) and (b) above as a result of any tax sharing, tax indemnity or tax allocation agreement or any other express or implied agreement to indemnify any other Person.

“Tax Return” means any return, filing, report or similar statement required to be filed with respect to any Tax or to be supplied to a taxing authority in connection with the administration, implementation or enforcement of or compliance with any Law related to any Tax (including any attached schedules), including, without limitation, any information return, omitted return or declaration of estimates Tax.

“Transaction Documents” has the meaning specified in Section 3.02.

“Transferred Contracts” has the meaning specified in Section 2.01(f).

“VC Firms” has the meaning specified in Section 5.08.

ARTICLE II

PURCHASE AND SALE

SECTION 2.01 Assets to Be Sold. On the Closing Date, upon the terms and subject to the conditions of this Agreement, Seller will, on an “as is” and “where is” basis, but free of Liens (other than Permitted Liens) and Encumbrances, and without any representation or warranty of any kind (other than as set forth in Article III of this Agreement), sell, assign, transfer, convey and deliver to Buyer or cause to be sold, assigned, transferred, conveyed and delivered to Buyer, and Buyer will purchase from Seller all of its assets (other than the Excluded Assets), including but not limited to the following (the “***Purchased Assets***”):

- (a) Cash and accounts receivable;
- (b) the goodwill of Seller relating to the Business as a going concern;

(c) all of Seller's rights, title, privileges and interests including copyrights, patents and any other intellectual property rights, if any, in and to all of the intellectual property of Seller as listed on Schedule 2.01(c) (the "**Seller Intellectual Property**");

(d) the inventories of Seller;

(e) all of Seller's rights, title, privileges and interests in the machinery, equipment, furniture, office equipment, computer hardware, and other items of tangible personal property (other than inventory) owned or leased by Seller, including, but not limited to, those listed on Schedule 2.01(e) (together with the sales price for each such item), together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof to the extent such warranties are transferable and all maintenance records and other documents relating thereto which are in Seller's possession (together, the "**Seller Equipment**");

(f) the contracts, agreements, leases, licenses, purchase and sales orders, quotations and other executory rights of Seller, which are listed on Schedule 2.01(f) (the "**Transferred Contracts**");

(g) all client and customer lists related to the Business (other than customer data that may not be transferred to Buyer in accordance with the terms of contracts with such clients or customers), including, but not limited to, those listed on Schedule 2.01(g);

(h) all marketing materials, training materials, product designs, manuals and instructions related to the Business, including, but not limited to, those listed on Schedule 2.01(h); and

(i) all Governmental Authorizations held by Seller that relate to the Purchased Assets.

SECTION 2.02 Excluded Assets. "Excluded Assets" shall mean: (i) any and all contracts, agreements, leases, licenses, purchase and sales orders, quotations and other executory rights of Seller, other than the Transferred Contracts which are listed on Schedule 2.01(f); and (ii) Seller's 401(k) plan. Buyer is not purchasing from Seller, nor assuming any liabilities in connection with, or any obligations related to, or arising out of the Excluded Assets.

SECTION 2.03 Bill of Sale, Assignment Agreement and Assumption of Liabilities. At the Closing, Buyer shall execute and deliver a Bill of Sale substantially in the form of Exhibit 2.07(a)(i) (the "**Bill of Sale**") and an Intellectual Property, Domain Name and Trademark Assignment Agreement substantially in the form of Exhibit 2.07(a)(ii) (the "**Intellectual Property, Domain Name and Trademark Assignment Agreement**"). Upon the terms and subject to the conditions of the Bill of Sale and the Intellectual Property, Domain Name and Trademark Assignment Agreement, and subject to the provisions of Section 2.04, on the Closing Date, Buyer shall, effective as of the Effective Time, assume and shall pay, perform and discharge when due the following Liabilities of Seller relating to the Business (the "**Assumed Liabilities**");

(a) [REDACTED]

[REDACTED]

AGREEMENT REDACTED

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the date first written above by their respective officers or members thereunto duly authorized.

SELLER:

SOFTCOIN, INC.

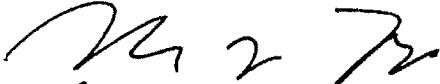
By: 

Name: Robert Drescher

Title: Chief Executive Officer

BUYER:

You Technology Brand Services, Inc.

By: 

Name: Kenneth Foye

Title: President

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

OCTOBER 10, 2008

This Bill of Sale and Assignment and Assumption Agreement (the “*Agreement*”) is executed and effective as of October 10, 2008 by SoftCoin, Inc., a Delaware corporation (“*Seller*”) in favor of You Technology Brand Services, Inc., a Delaware corporation (“*Buyer*”).

WHEREAS, the Buyer and Seller have entered into an Asset Purchase Agreement dated as of October 10, 2008 (the “*Asset Purchase Agreement*”). All capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Sale of Purchased Assets. Subject to the terms and conditions of the Asset Purchase Agreement, Seller hereby sells, conveys, transfers and assigns to Buyer all of Seller’s right, title and interest in and to all of the Purchased Assets (as defined in the Asset Purchase Agreement) to have and to hold the same, with the appurtenances thereof, unto Buyer, its successors and assigns forever, to and for their own use and benefit.

2. Assignment and Assumption. Subject to the terms and conditions of the Asset Purchase Agreement, Seller hereby sells, conveys, transfers and assigns to Buyer all of Seller’s obligations and liabilities in connection with each of the Assumed Liabilities. Buyer hereby accepts the foregoing assignment and, subject to the terms and conditions of the Asset Purchase Agreement, Buyer hereby assumes and agrees to perform all of the duties, obligations, terms, provisions and covenants, and to satisfy, pay and discharge all of the liabilities of Seller to be performed from and after the Closing, in connection with the Assumed Liabilities. Buyer assumes no Excluded Liabilities, and the parties hereto agree that the Excluded Liabilities shall remain the sole responsibility of the Seller.

3. Covenants. On the terms and subject to the conditions set forth in the Asset Purchase Agreement, each of Seller and Buyer shall use all commercially reasonable efforts, and shall cooperate with each other party hereto, to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, reasonably appropriate or desirable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by the Asset Purchase Agreement. Each party hereto, at the reasonable request of the other party hereto, shall promptly execute and deliver such other instruments and do and perform such other acts and things as may be necessary for effecting completely the transactions contemplated by the Asset Purchase Agreement including, the transfer and assignment of all Purchased Assets, and the confirmation of Buyer’s title to all of the Purchased Assets.

4. Headings. The headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5. Conflict with Asset Purchase Agreement. Nothing contained in this Agreement shall be deemed to alter or amend the terms and provisions of the Asset Purchase Agreement. In the event that any provision of this Agreement be construed to conflict with a provision in the Asset Purchase Agreement, the provision in the Asset Purchase Agreement shall be deemed to be controlling.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to such state's principles of conflicts of law.

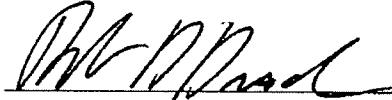
7. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement.

[The remainder of the page intentionally left blank]

IN WITNESS WHEREOF, Seller has caused this Bill of Sale be executed effective as of this 10th day of October, 2008.

SELLER:

SOFTCOIN, INC.

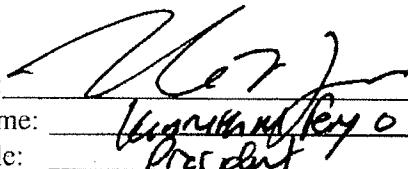


Robert Drescher
Chief Executive Officer

Acknowledge and Accepted:

BUYER:

You Technology Brand Services, Inc.

By: 
Name: Robert Drescher
Title: President

Schedule 2.01(c)

Seller Intellectual Property

SoftCoin Patents

1. SFTC-01004US0 Serial No.: 09/822,961
2. SFTC-01007US0 Serial No.: 10/964,164
3. SFTC-01007US1 Serial No.: 11/226,629

SoftCoin Invention Disclosure

Title: Method and System for Creating and Managing Electronic Offers between a Multitude of Manufacturers and a Multitude of Retailers

Description: Will likely include secondary/multiple patents as filing process progresses
Inventor(s): Cheryl Black, Stan Roach, Michael Comb

SoftCoin Trademarks

Registered:

SoftCoin, Inc.
SoftCoin Logo
The Next Kind of Money

Unregistered, but trademarked:

BrandConnect
SoftCoin BrandConnect
Loyalty Driver
Frequency Driver
Research Driver
Product Launch Accelerator
360o Sampling
e-Store
Trial Driver
Data Driver
Volume Driver

SoftCoin Domain Names

softcoin.com
softcoin.net